



BID NO.: 7855-4/15

**OPENING: 2:00 P.M.
Wednesday, December 23, 2009**

MIAMI-DADE COUNTY, FLORIDA
I N V I T A T I O N
T O B I D

TITLE:

**PREQUALIFICATION:
SPECIAL PURPOSE TRUCKS**

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

EXPEDITED PURCHASING PROGRAM (EPP)	N/A
INDEMNIFICATION/INSURANCE:.....	N/A
LIVING WAGE:	N/A
PRE-BID CONFERENCE/WALK-THRU:.....	N/A
SMALL BUSINESS ENTERPRISE MEASURE:.....	SEE SECTION 2 PARAGRAPH 2.2
SAMPLES/INFORMATION SHEETS:	N/A
SECTION 3 – MDHA:.....	N/A
SITE VISIT/AFFIDAVIT:	N/A
USER ACCESS PROGRAM:	SEE SECTION 2, PARAGRAPH 2.21
WRITTEN WARRANTY:	SEE SECTION 2, PARAGRAPH 2.9.10; 2.9.11; and 2.23

FOR INFORMATION CONTACT:

KM! RA AT 305-375-1291, OR AT KMRA@MIAMIDADE.GOV

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE **32** OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

FAILURE TO SIGN PAGE **32 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER
YOUR BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 7855-4/15

Title: Prequalification: Special Purpose Trucks

Sr. Procurement Contracting Agent: Km! Ra, C.P.M., CPPO, CPPB, CAP

Bids will be accepted until 2:00 p.m. on Wednesday, December 23, 2009

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. The Bidder may, at Bidder's option, also provide the Excel file containing the information on the Vendor Pricing document on CD or Diskette. The file to be provided is to be downloaded at [HTTP://SERVICES.MIAMIDADE.GOV/DPM/SOLICITATIONLIST.ASPX](http://services.miamidade.gov/dpm/solicitationlist.aspx). Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

SECTION 1

GENERAL TERMS AND CONDITIONS

Pregualification: Special Purpose Trucks

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1st Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

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GENERAL TERMS AND CONDITIONS**Pregualification: Special Purpose Trucks**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidadegov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

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GENERAL TERMS AND CONDITIONS**Pregualification: Special Purpose Trucks****1.5. AWARD OF BID SOLICITATION**

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the

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Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.

- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

Award Amount	Filing Fee
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful

Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County

SECTION 1

GENERAL TERMS AND CONDITIONS

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ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy,

security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT.

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

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2.1 PURPOSE: TO PRE-QUALIFY VENDORS

The purpose of this solicitation is to pre-qualify Original Equipment Manufacturers (OEM) new Medium and Heavy Truck Dealers to bid on medium and heavy trucks designed for various special purposes, in conjunction with the County's needs on an as needed basis. Invitation to Quotes will be issued on an as needed basis, during the life of the contract resultant from this solicitation, by the General Services Administration (GSA), Fleet Management Division (FMD).

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)

2.2.1 A Small Business Enterprise (SBE) bid preference applies to this solicitation. A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Small Business Development (SBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Small Business Development at 305-375-3111 or access www.miamidade.gov/sbd.

2.2.2 The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID CONFERENCE

Intentionally Omitted

2.4 TERM OF CONTRACT: ONE (1) YEAR

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter that is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the one-year contract term.

2.5 OPTION TO RENEW FOR FOUR (4) ADDITIONAL YEAR(S)

Prior to, or upon completion, of the initial contract term, the County shall have the option to renew this contract for an additional four (4) year(s) period on a year-to-year basis, under the same terms and conditions.

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2.6 METHOD OF AWARD

2.6.1 Award of this contract will be made to all OEM Medium and Heavy Truck Dealers meeting the prequalification requirements. The companies prequalified will form the pool of vendors that will be used to quote various needed trucks during the contract term.

2.6.2 It shall be the sole prerogative of the County as to the number of prequalified vendors on this contract. During the duration of this contract, to include any exercised Options to Renew, the County reserves the right to add and delete vendors as it deems necessary and in its best interests.

2.6.3 PREQUALIFICATION REQUIREMENTS

To be prequalified for inclusion in the pool of vendors on this contract, the bidder must meet the following requirements:

- i) Be an established OEM truck dealer with a service facility located in Miami-Dade County or Broward County. The vendor must submit a copy of their current and valid Local Business Tax Receipt with their Bid Submittal.
- ii) Be registered or licensed by an original equipment truck manufacturer to provide vehicles, equipment, parts and service for the south Florida area. Bidders must submit a copy of a letter from the manufacturer(s) identifying them as an authorized dealer or reseller of the manufacturers' trucks.
- iii) Be licensed as an automobile dealer (if appropriate for trucks) in the state of Florida as per SS320.27. Bidders must (if applicable) supply a copy of their dealer's license with the Bid Submittal.
- iv) Be able to offer medium and heavy duty trucks constructed by the manufacturers represented by the OEM Dealership with engines meeting the requirements of Section 3, Paragraph 3.7, NOTE 1.
- v) Be able to offer medium and heavy duty trucks constructed by the manufacturers represented by the OEM Dealership with transmissions meeting the requirements of Section 3, Paragraph 3.8.

2.6.4 During the bid evaluation period, the County reserves the right to ask bidders for supplemental information, and to allow bidders to provide any information that was not submitted with the Bid Submittal. A bidder's failure to provide any information requested by the County may result in that bid submittal being rejected.

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2.7 PRICES SHALL BE FIXED AND FIRM

If a Vendor is awarded a specific purchase from an Invitation to Quote resulting from the Contract created by this Solicitation, the prices offered by the Vendor shall remain fixed and firm until the specific purchase is completed and accepted by GSA/Fleet Management or an authorized County representative.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

Intentionally Omitted

2.9 SPECIAL CONDITIONS FOR BIDDING MOBILE EQUIPMENT

BIDDING EQUAL PRODUCTS, NO SUBSTITUTION COMPONENTS,
MANUFACTURER'S CATALOGUES, BROCHURES AND PRODUCT
DEMONSTRATIONS:

2.9.1 The use of a manufacturer's name, brand name and/or model number within this solicitation is for the sole purpose of establishing minimum requirements of levels of quality, standards of performance and design. These references are in no way intended to prohibit the offer of other manufacturer's brands of equal material, quality, design and standards of performance, unless the wording NO SUBSTITUTION is used. When an equal product is offered, the vendor may be required to furnish the factory information sheets (specifications, brochures, etc.) that show the product meets the required specifications. If required, the bidder will be given ten (10) calendar days to submit the information to the County during the bid evaluation period. Failure to meet this requirement may result in that bid being rejected. The County shall be sole judge of equality or similarity and its decision shall be final.

2.9.2 When NO SUBSTITUTION is used in combination with a manufacturer's name, brand name and/or model number, that named item is the only item that will be accepted by the County.

2.9.3 Manufacturer's standard information sheets, catalogues, brochures and all supporting documentation submitted must show the product meets the required specifications. Bids that are submitted with standard product literature which offer technical data or product descriptions indicating the item or product does not meet the required specifications must be accompanied by a letter on the vendor's company letterhead identifying those differences and describing how compliance with the required specifications is to be accomplished. Failure to comply with this requirement may result in the rejection of that offer for failure to meet the required specifications.

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Photographs and picture illustrations that are part of standard product literature will not be used in determining product compliance with the technical specifications set forth in this solicitation.

- 2.9.4 After the offers have been evaluated by the County, the bidder who is the apparent awardee pursuant to Section 2, Paragraph 2.6 of this solicitation, may be required to demonstrate the equipment that has been proposed for evaluation by, and at no cost to, the County. Should the equipment bid be a custom fabrication or one time build item, the County, at its discretion, may accept a demonstration of similar equipment manufactured by the vendor. The purpose of the demonstration is to observe the equipment in an operating environment and verify its capability, suitability, and adaptability in conformance with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the date stipulated in the notice, the County may elect to reject the offer or to re-schedule the demonstration, whichever course is determined by the County to be in the County's best interest. The County shall be the sole judge of the acceptability of the equipment in conformance with this solicitation and its decision shall be final. Regardless of the unit demonstrated the final delivered product must conform fully to all solicitation requirements.
- 2.9.5 The equipment used for the demonstration will be the same as the manufacturer's model identified in the vendor's offer and meet all specification requirements unless similar equipment is accepted for demonstration purposes as cited above. When similar equipment is not accepted for demonstration, the equipment used in the demonstration shall create an express warranty that the actual equipment provided by the vendor during the contract period shall conform to the equipment used in the demonstration. Should that equipment be new, not previously demonstrated and conform with all technical specifications and requirements, the County reserves the right to purchase that equipment upon successful completion of the demonstration and approval of the Board of County Commissioners, if applicable.

EQUIPMENT FURNISHED

- 2.9.6 The equipment furnished by the vendor shall be new and the most recent model available. Demonstrators are not acceptable. Any optional components that are required in accordance with the work tasks described in these technical specifications or within this solicitation shall be considered standard equipment for the purposes of this solicitation. Any optional components that are recommended by the vehicles' manufacturer for the application intended must be included and will be considered standard equipment for the purposes of this solicitation. The application and usage of all components, sub-components or parts must be in accordance with their manufacturers' recommendations as well as the recommendations of all associated component manufacturers. Omission of any essential detail from these specifications

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does not relieve the vendor from furnishing a complete and ready to work unit. The silence of specifications on any point shall mean that only the finest commercial practices of the industry shall apply and all interpretations of the technical specifications shall be so governed. The unit shall conform to all applicable OSHA, State and Federal and ANSI requirements and standards, and DOT regulations. All components and included craftsmanship are to be in accordance with current SAE standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with or exceeding the best industry standards.

- 2.9.7 The equipment and features required are listed in this solicitation. During the full term of the contract (to include any option to renew periods), the County may, after delivery and acceptance of the initial equipment order, make changes to the required equipment or equipment options supplied provided; such changes are mutually agreed between the vendor and the County, and, all changes in per unit pricing are no more than the actual change in per unit cost that is documented by the vendor, and, that the net amount of any such changes is no more than ten percent of the per unit price originally submitted. Accepting or rejecting offered options shall not impact this percentage. Solicitations requiring a pre-construction conference, or, the construction and approval of a prototype unit, will be considered in satisfaction of the initial equipment order provision of this paragraph.

VENDOR STATUS

- 2.9.8 Only bids submitted by an OEM truck manufacturer or their approved dealer will be accepted for evaluation. Bids submitted by a dealer, should include a letter from the manufacturer confirming that they are an authorized dealer. Failure to meet this requirement prior to award may result in that bid being deemed non-responsive.
- 2.9.9 When the bid contains a body that is not manufactured by the OEM truck manufacturer an approved service facility capable of performing warranty repairs and supplying needed parts for the body must be located in Miami-Dade or Broward County. The service facility will be subject to the approval of the County.

The bidder must be an approved dealer of the OEM truck manufacturer and be located in Miami-Dade or Broward County

WARRANTY REQUIREMENTS

- 2.9.10 The awarded vendor shall supply and be responsible for the equipment's warranty. This warranty must cover the entire unit bumper to bumper without deductible and have a minimum term from equipment acceptance of twenty-four (24) months or 4,200 operating hours or 24,000 miles, whichever comes first. When equipment or component manufacturers provide a warranty with coverage in excess of that

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stipulated herein, that additional coverage shall not be diminished by the requirements of this paragraph. The administration of delayed in-service warranty starts is specifically included. The vendor agrees to third-party warranty claim administration and filing at the discretion of the County.

Prior to the issuance of any equipment order, the County may require the successful bidder and/or the body manufacturer they represent or bid with to enter into an in-house warranty certification agreement with the County with terms similar, or comparable to, existing County agreements with Autocar Truck, Ford, Daimler,, Freightliner, Peterbilt, Kenworth, Caterpillar, Labrie, Leach, Heil, Vactor, Elgin, Hendrickson, and others.

- 2.9.11 The awarded vendor shall be responsible for promptly correcting any warranted deficiency, at no cost to the County, at a warranty service center that meets the criteria stated in paragraph 2.9.9 within five calendar days after the County notified the vendor of such deficiency verbally or in writing. If the vendor fails to honor the warranty and/or fails to correct or replace the defect within the period specified, the County may, at its discretion, notify the vendor in writing that the vendor may be subject to contractual default, and/or debarment as a County vendor, if the corrections, replacement or repairs are not completed to the satisfaction of the County within five (5) calendar days of receipt of notice. If the vendor fails to satisfy the warranty within the period stipulated in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another vendor and charge the vendor for any additional costs that are incurred by the County for the work or items; either through a credit memorandum or through invoicing. If the vendor fails to honor these re-procurement costs, the County may suspend the vendor from submitting offers on County contracts for a minimum period of sixty (60) months.
- 2.9.12 The awarded vendor and/or their local service representative may be required, at the discretion of the County and prior to the placing of any equipment order, to enter into an Original Equipment Manufacturer parts and service supply agreement at any time during the useful life of the equipment furnished. This maintenance support agreement would be to supply parts, repairs and training or service at the County's discretion. By the submission of its bid, the bidder agrees to enter into such agreement at the County's discretion, with parts and labor pricing at rates no higher than industry standard. A purchase order for such parts and services as may be needed can be issued by the County as part of the scope of this solicitation and any resulting contract.

DELIVERY AND PAYMENT

- 2.9.13 All prices are to be quoted F.O.B. destination. Deliveries are authorized at GSA Fleet Management Shop, 3 8801 NW 58th Street, or at another location that may be so

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designated on the purchase order between the hours of 8:00 A.M. and 2:00 P.M. weekdays. Contact: Ronald Kleintop at (305) 418-2727, forty eight (48) hours prior to delivery.

- 2.9.14 Delivery is required within two hundred and forty (240) days, or other specified date on the purchase order, from the date that the County orders the equipment by sending a printed Purchase Order to the vendor. All deliveries are to be made in accordance with the best commercial practices. All equipment delivered must be in full compliance with the specifications and requirements of this solicitation and resultant contract, and must be in excellent condition ready to work condition. Upon verification of compliance with these requirements, the County will accept the delivered equipment. See Paragraph 2.9.16 for delivery defect correction requirements.
- 2.9.15 Upon failure to deliver the equipment in accordance with best commercial practices, excellent ready to work condition, and full compliance with the specifications and requirements to the County within the number of days stipulated in Paragraph 2.9.14., the awarded vendor shall be subject to charges for liquidation damages in the amount of one tenth (1/10) of one percent (1%) of the per unit purchase price for each and every calendar day that each unit of the equipment order is not delivered in acceptable condition. This charge for liquidation damages is in addition to other remedies and timetable requirements listed in Paragraph 2.9.16 below.
- 2.9.16 The vendor shall be responsible for promptly correcting any equipment delivery deficiency, at no cost to the County, within ten calendar days after the County notifies the vendor of such deficiency in writing. If the vendor fails to correct or replace the defect within the period specified, the County may, at its discretion, notify the vendor in writing that the vendor may be subject to contractual default, and/or debarment as a County vendor if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of notice. If the vendor fails to satisfy the delivery requirements within the period stipulated in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another vendor and charge the vendor for any additional costs that are incurred by the County either through a credit memorandum or through invoicing. If the vendor fails to honor these re-procurement costs, the County may suspend the vendor from submitting offers on County contracts.
- 2.9.17 The County shall issue payment after completion of items (a) and (b) below, and as per the payment provisions established in Section 1, Paragraph 1.2, (H) (1):
- a. The delivered unit is successfully inspected for compliance with all specifications and requirements and is accepted (including delivery of the required manuals).

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- b. All documentation described in the Purchase Order has been received as stipulated therein. The language that will appear in the successful bidders Purchase Order is:

Application for Certificate of Title and/or Vehicle Registration (HSMV-8040), Certification of Motor Vehicle Sale Tax Exemption (MVC Form DR-41A), Motor Vehicle Dealer Title Reassignment Supplement (DHSMV 82994), Manufacturer's Statement of Origin To A Motor Vehicle and Service Policy shall be made out in the name of:

Miami Dade County, Florida
2225 N.W. 72nd Avenue,
Miami, Florida 33122.

- c. These documents must be dated to coincide with the delivery of the equipment, send all papers to:

General Services Administration
Materials Management Division
Capital Inventory Section
2225 N.W. 72nd Avenue
Miami, Florida 33122

- d. All documents must be properly filled out and completed, signed and notarized by an authorized individual with no strike-overs on any documents. Non-compliance will result in payment delays.
- e. The invoice is to be made out in triplicate to the name of the department as indicated on the Purchase Order and mailed to the same address as shown on the Purchase Order. The vehicle key numbers are to be noted on the invoice.

PARTS, REPAIRS AND TRAINING MANUALS

- 2.9.18 The vendor shall supply the County with a 1 copies of a comprehensive operation manual, and if appropriate, a training manual which describes the appropriate use of the equipment purchased, and 1 copies of a comprehensive repairs and parts manuals which identify the component parts and which describe the appropriate process for repairing the equipment purchased. These are to be supplied by the vendor with the first unit delivered for the components supplied by both the truck and body manufacturer when such is appropriate. Manuals may be on CD, online, or in hard copy form. CD or on-line media is preferred. The County reserves the right to withhold any or all payment until such time these manuals are presented to, and accepted by, the County.

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ALTERNATIVE BIDS

2.9.19 Alternative bids, as noted in Bid Section 1, Paragraph 1.3, (E), are not permitted as part of this solicitation.

MOTOR VEHICLE LICENSE REQUIREMENT

2.9.20 In accordance with Chapter 320 of the Florida Statutes, SS320.27, bidders submitting a bid in conjunction with this solicitation should be licensed by the state of Florida as motor vehicle dealers. Bidders should furnish a copy of their license with their bid submittal. The bidder may be given the opportunity to submit a copy of the license to the County, within the specified timeframe, during the bid evaluation period. Failure to meet this requirement may result in your bid being deemed non-responsive.

PRE-CONSTRUCTION CONFERENCE

2.9.21 The bidder selected for award may be required to conduct a Pre-Construction Conference for five (5) County officials designated to represent the County prior to the manufacturing or assembly of the equipment that is specified in this solicitation. The vendor may select the location of this Pre-Construction Conference subject to concurrence by the County. Any costs incurred by these County officials in conjunction with the Pre-Construction Conference will be borne by the County.

PRODUCTION/PROTOTYPE INSPECTION

2.9.22 The awarded vendor may be required to provide for an on-site production / prototype inspection of the first unit manufactured at times which are mutually convenient to the vendor and the County officials attending. This inspection shall be performed prior to the final assembly of the equipment in order to evaluate the placement of controls and lines, structural changes and general construction techniques. The vendor shall provide reasonable notice to the County prior to the scheduling of the on-site production inspection.

The County reserves the right to require modifications to the equipment if such modifications are necessary in order to bring the equipment into compliance with the technical specifications, the vendor's offer, or best commercial practices.

The County reserves the right to require multiple production inspections where multiple locations or companies are involved with the construction of a final unit.

Any costs incurred by these County Officials in conjunction with on-site production/prototype inspection will be borne by the County.

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2.10 LIQUIDATED DAMAGES

See Section 2, Paragraph 2.9.15

2.11 INDEMNIFICATION AND INSURANCE

Intentionally Omitted

2.12 BID GUARANTY

Intentionally Omitted

2.13 PERFORMANCE BOND

Intentionally Omitted

2.14 CERTIFICATIONS

See section 2, Paragraph 2.9.20

2.15 METHOD OF PAYMENT

See Section 2, Paragraph 2.9.17

2.16 SHIPPING TERMS

See Section 2, Paragraph 2.9.13

2.17 DELIVERY REQUIREMENTS

See Section 2, Paragraph 2.9.14

2.18 BACK ORDER ALLOWANCE

Intentionally Omitted

2.19 WARRANTY REQUIREMENTS

See Section 2, Paragraphs 2.9.10; 2.9.11

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2.20 CONTACT PERSONS

- a. For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Km! Ra, at (305) 375-1291; or via email at - kmra@miamidade.gov.
- b. Requests for clarification and additional information should be received at least forty-eight (48) hours before the Bid Opening Date.

2.21 COUNTY USER ACCESS PROGRAM FEE (UAP)**USER ACCESS FEE**

- 2.21.1 Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

JOINT PURCHASE

- 2.21.2 Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within three (3) work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

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Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

VENDOR COMPLIANCE

2.21.3 If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS & OTHER GOVERNMENTAL ENTITIES

The vehicle(s) and material in this solicitation were specifically researched, drafted and prepared by the General Services Administration (GSA) Fleet Management Division (FMD) for use by specific agencies who participate in both light and heavy FMD maintenance and policy replacement programs. Although this solicitation was directed for use by those agencies, it is hereby agreed and understood that any other County departments or agencies, upon written request and (email) approval and authorization of the General Services Administration Fleet Management Division, may avail itself of this contract subject to the terms and conditions herein and below.

SECTION 3
TECHNICAL SPECIFICATION
Prequalification: Special Purpose Trucks

3.0 GENERAL REQUIREMENTS

- 3.0.1 These specifications are a road map for compliance with the minimum requirements for various trucks that may be purchased by the County using the cab and chassis requirements listed. When a truck is required, a quotation request will be sent to the pool of awarded vendors. All quotation requests will be issued by the General Services Administration (GSA) Fleet Management Division (FMD) using specifications approved by them. The pre-qualified vendors shall respond as appropriate using the specifications herein as a road map and the minimum requirements for the cab and chassis, including the body requested.
- 3.0.2 This contract may cover items as diverse as dump trucks, water tankers, fuel tankers, service trucks, lube trucks, box trucks, refuse and trash collection and disposal vehicles, stake bodies, reefer trucks, asphalt trucks, aerial devices, diggers, etc. Unless otherwise specified, these units will be operated in on-road and off-road conditions. All quotations submitted shall meet the minimum requirements listed in the road map contained in this contract and any supplemental requirements that may be contained in the Request for Quotations (RFQ). In the case of a conflict between the requirements of this contract, or any of its sections, and the RFQ, the following order of precedence (compliance) shall be used. This list starts with the highest authority: RFQ, Contract Section 3, Contract Section 2, and Contract Section 1. Any quotation submitted which does not meet the minimum requirements stated below, excepting requirement modifications stated within the specific RFQ, will not be considered for award. Award resulting from any quotation request will be made to the lowest priced responding firm that is offering a vehicle that fully complies with the technical requirements stated either below, or within the specific quotation request, as required by the order of precedence.

3.1 OPERATION

These vehicles will be used for various vocational purposes within Miami-Dade County on paved and off road conditions as may be cited in the quotation request. All vehicles proposed shall be geared to run no less than 60 miles per hour as shown on the Allison SCAAN (as having positive gradeability at 60 miles per hour) and will be engine governed to 58 miles per hour unless stated otherwise in the quotation request. All construction and refuse collection vehicles shall be furnished with a skid plate as noted in the transmission requirements section of this solicitation.

3.2 CHASSIS AND FRAME

1. G.V.W.R. will range from 33,000 pounds to 63,965 pounds and be specified in the Quotation Request or computed by the bidder to accommodate the loading requirements.

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2. Minimum R.B.M. as appropriate and recommended by the manufacturer of the cab and chassis used and the body mounted for the vocation and application intended.
3. Standard front bumper.
4. Cab to axle (CA) dimensions as recommended by the cab and chassis and body manufacturer for the vocation and application intended.

3.3 CAB

Cab over or conventional cab design (with or without front axle set back) built in accordance with the best commercial practices and standards and as requested in the quotation request with the following supplemental requirements:

1. Bostrom 915-E mid-back air suspension driver's seat or its equivalent, and the manufacturer's standard passenger seat, with OEM installed seat belts.
2. Arm rests, a dome light, sun visors, a map compartment, AM-FM radio, a spare power point, rubber flooring, and non-skid rubber floor mats.
3. 6" X 16" stainless steel mirrors and 8" spot mirrors mounted on the left and right sides of the cab and exterior grab-handles. Manufacturers who offer mirror combinations with supports built into the cab body that perform the same functions shall be acceptable. Final locations of all mirrors shall be subject to County approval.
4. Scale reading cab instrumentation, which includes an ammeter or voltmeter, speedometer with odometer, tachometer, Hobbs hour meter, oil-pressure, water temp, fuel, transmission temperature and air-pressure gauge, with a visual alert indicator and an audible alarm, are required. Where truck manufacturer or engine electronics include these functions in dashboard displays those displays shall be acceptable.
5. A spot marker consisting of a spring base mounted fiberglass rod mounted on the outer edge of the right front bumper and visible from the driver's seat shall be furnished for conventional cab vehicles.
6. Fiamm or Hadley 133 dB single or dual trumpet single base air horn or its equivalent shall be furnished. Final horn location shall be approved at the prototype inspection.
7. Tinted glass on all windows, including windshield with the truck manufacturer's darkest recommended tint..
8. Exterior grab handles, installed on both sides.

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- 9.. A 5-pound (minimum), ANSI/U.L. approved, A B C rated and dry chemical fire extinguisher shall be mounted on the floor next to the driver's seat. The fire extinguisher shall be easily accessible by opening the driver's side door. The fire extinguisher shall be tested to ANSI/UL 711 and ANSI/UL 299 marine type U.S.C.G.

3.4 AIR CONDITIONING

Manufacturer's standard factory installed system with changeable air filter.

3.5 LIGHTS & REFLECTORS

Shall meet F.M.V.S.S. and Florida D.O.T regulations. LED lighting shall be used wherever possible.

3.6 COOLING SYSTEM

Maximum cooling capacity recommended by the truck's manufacturer with all related components selected to afford maximum cooling.

1. An anti-freeze and water-conditioning filter, if available, or supplemental additive system.

3.7 ENGINE

A Model Year 2010 EPA compliant production version of a turbocharged diesel engine meeting criteria numbered 1 through 3 directly below and generating sufficient horsepower and torque to provide the performance criteria identified in numbers 4, 6, and 7, below. An ECU J-Port is to be provided in a location that is easily accessible and not used by any other components of the equipment. No external device(s) connectivity will be accepted in the ECU network.

1. All engines proposed must have no less than a five (5) year 250,000 mile extended service coverage warranty.
2. Miami-Dade County must have the engine manufacturer's or manufacturer's distributor written acknowledgement that (use of the Puradyne filtration system) an oil drain extension system to extend oil drain intervals will not affect engine warranty for however longer satisfactory individual oil sampling analysis reports continue. The engine offered must be capable of supporting extended drain intervals for a period of no less than one year.
3. Miami-Dade County must have an agreement from the bidding dealer, engine's manufacturer or manufacturer's distributor to provide free quarterly oil analysis reports (including sample kits) for each engine purchased for no less than the first 5 years of it's in service life at the time of the bid opening.

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4. Minimum starting gradeability of 30% forward and reverse for on road only vehicles and 44.0% forward and reverse for vehicles specified as on/off road vehicles.
5. Positive gradeability at 56 miles per hour of no less than .5%.
6. Zero miles per hour to 56 miles per hour acceleration time under 70.0 seconds.

NOTE 1: Cummins and Paccar branded Cummins engines, MBE and DD engines have previously met the requirements of Items 1, 2, and 3. Above and are approved for offer under this ITB.

3.8 TRANSMISSION

- 3.8.1 Wide ratio Allison RDS in six-(6) speed configuration with an external cooler and Allison push button selector mounted in either the dashboard or another mutually agreed location, which shall not interfere with the operator's hands or feet. A written Allison five (5) year ETC 100% coverage warranty shall be supplied for each vehicle purchased. All transmission mountings shall be in accordance with all transmission and truck manufacturer's recommendations and the lowest point of the transmission and attendant lines shall not be below the lowest point of the rear axle housing and shall be engineered for maximum ground clearance. The transmission oil cooler shall enable dissipation of the proper BTUs for extended function at maximum torque stop and go conditions.
- 3.8.2 If requested, the bidder will submit an un-flagged SCAAN (System for Computerized Applications Analysis) printout for each of the vehicles proposed verifying compliance with the performance requirements cited in Paragraph 3.7, using the quotation specified Allison Transmission Vocation and the criteria cited below.
 1. Actual GVW Bid complete with all components and a full load.
 2. Actual rear axle ratio.
 3. Frontal area of 96 square feet
 4. Clutch fan, air compressor, power steering, air conditioner @ a 10 hp deduct and the alternator are engaged. Use Allison's standard parasitic deductions for all items, except air-conditioning.
 5. A driveline efficiency of 96.13% for a single rear axle truck and 94.74% for a tandem rear axle truck, a traction limit coefficient of .7000, a road surface factor of 1.000, an air resistance coefficient of .8000 and the transmission, torque converter and tires specified. Tire iSCAAN rev/mile is specified by the tire manufacturer used for the required sizes specified in Paragraph 3.13. Use the

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correct number of tires on the ground and the drive axle weight shown on the fully loaded weight distribution chart.

6. Standard profile radial tires.

3.8.3. Additional related equipment shall be furnished as follows:

1. Engine electronics, shall provide an automatic shut down to prevent engine damage in case of oil pressure failure, cooling system overheating or low coolant level, by stopping the engine. This system shall include a brief duration emergency override for safety purposes.
2. Fuel filtration as recommended by the engine's manufacturer.
3. Webb 710 or 712 non-heated fuel/water separator, if available, or a Davco 382 Fuel-Pro or Fleetguard #FS1201. "No Substitution"
4. Air filter with dash mounted air restriction indicator.
5. Where the quotation request states the vehicle may be used on a landfill or in off road applications, the successful bidder shall be required to furnish a frame mounted skid plate to protect the engine and transmission fabricated from 3/16" steel plate. The skid plate design shall provide maximum ground clearance without restricting engine access or cooling and be a bolt on/off type. The skid plate shall provide access to any filtration or drains it restricts access to. If not available directly from the truck's manufacturer, the bidder shall provide details and drawings of the proposed local installation with its bid. All designs and mountings shall be subject to review, approval or change by the Fleet Management Division.
6. Puradyne PFT40 oil filter installed in a location mutually agreed at the pre-construction conference.

NOTE 2: All generic filters used for liquids and fluids shall be the spin-on type and all lubricants shall be synthetic where recommended by the components manufacturer in this application. NO SUBSTITUTION

3.9 FRONT AXLE AND SUSPENSION

Rated minimum capacity from 10,000 lbs. to 20,000 lbs. as recommended by the manufacturer for this application and required by FDOT for the weight to be carried with 10 stud drums and non-aluminum hubs.

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3.10 REAR AXLE AND SUSPENSION

Rated minimum capacity from 23,000 to 46,000 pounds recommended by the manufacturer for this application and as required by FDOT with 10 stud drums and non-aluminum hubs.

- 3.10.1 Where the quotation request states the vehicle may be used on a landfill or in off road applications, the successful bidder shall be required to furnish a rear axle power divider that acts on all rear axles when engaged by a switch conveniently located for the driver with a warning light and audible alarm when engaged.

3.11 WHEELBASE AND STEERING

- 3.11.1 Wheelbase shall be reviewed and selected by the manufacturers involved to provide the optimum chassis dimensions for the vehicle proposed. Where frame rails must be cut, channeled, notched or modified in any fashion other than standard drilling to mount an ancillary item or tank, written approval of the County to do so must be obtained in advance.
- 3.11.2 Powered system designed for vehicles of this dimensional size, weight and type of service with all front wheel, axle and suspension components selected to provide maximum safe wheel cramp angle and resulting minimum turning circle radius within the capacities and dimensions specified.

3.12 WHEELS AND TIRES (NO SUBSTITUTION)

- 3.12.1 Trucks rated up to and including 35,000 lbs. GVWR will use Goodyear, Michelin or Bridgestone 11R22.5 tires at all positions with a tread pattern selected as appropriate for the on road or on/off road application.
- 3.12.2 Trucks rated from 35,001 lbs. through 58,320 lbs. will use Goodyear, Michelin or Bridgestone 12R22.5 tires at all positions with a tread pattern selected as appropriate for the on road or on/off road application.
- 3.12.3 Trucks rated 58321 lbs. through 59,730 lbs. will use Goodyear, Michelin or Bridgestone 315/80R22.5 front tires and 12R22.5 rear tires with a tread pattern selected as appropriate for the on road or on/off road application.
- 3.12.4 Trucks rated 59,731 lbs. through 62,150 lbs. will use Goodyear, Michelin or Bridgestone 385/65R22.5 front tires and 12R22.5 rear tires with a tread pattern selected as appropriate for the on road or on/off road application.
- 3.12.5 Trucks rated 62,151 lbs. through 63,965 lbs. will use Goodyear, Michelin or Bridgestone 425/65R22.5 front tires and 12R22.5 rear tires with a tread pattern selected as appropriate for the on road or on/off road application.

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3.12.6 All wheel widths will be selected in accordance with the recommendations of the tire manufacturer. Front wheel offsets shall be selected to provide maximum turning cramp angle on the axle used within the wheel width recommendations of the tire manufacturer.

3.13 FUEL TANK(S)

Two all steel tanks or all aluminum tanks totaling no less than 100 gallons. Where the mounting of hydraulic or other fluid tanks prohibit 100 gallons of fuel being carried, the minimum capacity will be 70 gallons. Recommended DEF tank for the drivetrain proposed shall be mounted in an easy to fill location.

3.14 EXHAUST

3.14.1 When horizontal, routed to a point of exit just before the curbside rear wheels.

3.14.2 When vertical, to a height 12 inches higher than the highest point of the body but no more than 12' 10" from ground level with an elbow at the top of the stack and a stainless steel or aluminum protective exhaust guard installed so as to completely prevent burns or injury to anyone entering the cab.

3.15 ELECTRICAL

A twelve (12) volt system with no less than a 140-ampere alternator and 1800 CCA batteries. All copper wiring with each wiring circuit protected by a resettable circuit breaker having easy access. A pigtail type connection to the body shall be provided. A spare power point in the cab protected by a separate 10 amp resettable circuit breaker shall be provided in addition to a J port, at a location providing easy access in the cab.

1. A quick connect battery jumper connection shall be provided at a location near the battery box, which shall be finalized at the pre-construction conference.
2. A battery disconnect switch shall be located near the battery box and an amber indicator light (mounted next to the switch) which shows power on shall be located near the battery box or this indicator light can be substituted by using two cab roof marker lights to serve the same purpose.

3.16 LINES, FITTINGS & WIRING

3.16.1 All air, hydraulic, cooling and transmission lines shall be located and secured or clamped/anchored in the chassis. Should the chassis design bid prohibit this, they shall be securely mounted above the centerline of the axles. All pressure side hydraulic

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hoses that could "spray around" in case of a hose rupture shall be encased in a protective sheath, to prevent such occurrence.

3.16.2 As-built schematics for electrical, air and hydraulic systems shall be furnished with the equipment order of each equipment type. All subsequent deliveries of that equipment type under this contract shall be built to match any and all changes, requiring a new set of revised schematics.

3.17 FLAPS

Truck manufacturer shall supply appropriately mounted regulation size anti-sail flaps suitable for use in conjunction with mud flaps mounted front and rear of the front wheels, plain black flap with no lettering or advertising.

3.18 TOW HOOK

Both front and rear mounted manufacturer's recommended hook(s) or pin(s) appropriate for moving or towing the vehicle.

3.19 DRIVELINE

Ratings and capacities as recommended by the manufacturer for the application and capacities intended.

3.20 BRAKES

All brakes supplied must meet Federal Motor Vehicle Safety Standards; Air Brake Systems; Final Rule, 74 Fed. Reg. 37122 (July 27, 2009) (amending 49 C.F.R. § 571.121 and be an "S" Cam drum system with all wheel ABS.

1. Front Axle – No less than 16.5" by 6" brake linings with Type - 20 or equivalent brake chambers.
2. Rear Axle or Tandems – No less than 16.5" by 8.6" brake linings with MGM Type-30 or equivalent spring set brake chambers on all rear axles.
3. Bendix - NO SUBSTITUTION. AD-IP air dryer and minimum 13 CFM compressor for trucks up to 35,000 lbs. GVWR and 15 CFM compressor for trucks 35,001 lbs. GVWR and greater.
4. A Bendix® Puraguard QC Oil Coalescing filter downstream of the air dryer.
5. Maximum capacity air reservoir(s) equipped with automatic draining capability and pull cord drain valves conveniently located.

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3.21 ENGINE OVERSPEED

When required by the hydraulics to operate the body required in the quotation, engine overspeed will be provided and controlled by engine electronics. NO SUBSTITUTION.

3.22 BACK-UP ALARM

1. Velvac, Preco or other equivalent self-adjusting volume type, meeting current SAE loudness standards.
2. The alarm shall be activated when the vehicle transmission selector is placed in the reverse position.
3. The alarm shall be connected to the back-up light circuitry and produce a clear intermittent sound conforming to applicable OSHA and SAE standards.

3.23 PAINT AND RUSTPROOFING

The entire unit(s) inclusive of whatever body may be requested shall be prepared and painted Two-Tone White and Black as designated in A, B or C below. NO SUBSTITUTION.

All structural elements shall be thoroughly cleaned to remove all grease, oil and foreign matter. Weld splatter, slag, flux and rust or corrosion shall be completely removed by chipping, wire-brushing, shot blasting or sand-blasting prior to priming and painting.

PRIMER - Only the highest quality rust inhibiting primer specified for use with the designated finish coat shall be used.

FINISH COAT - Shall be smooth, hard and free from imperfections. The unit(s) shall be finished in White with the wheels, running boards, bumpers, hoist and frame assembly, finished in black. No outside metal surface void of paint shall be accepted.

- A. P.P.G. Durethane 750/1000 Basecoat Clear coat process and/or the SPU9000 Basecoat Clear coat process are accepted for use on quotation requests under this contract.
- B. The Imron 6000 Basecoat Clear coat process shall be accepted for use on this vehicle.
- C. Other primer and finish coat applications of equally high quality that may be approved by the County. Requests shall be tendered at the Pre-bid Conference and specifically approved by the County in writing prior to the bid opening. Alternate color choices to approved coating systems may be named by the County at a later date for use by Water and Sewer, Aviation, Public Works or other departments that may require specialized colors or applications.

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- D. In Section A., B. or C. the County requires the unit(s) to be guaranteed against peeling cracking or oxidation for a period of one (1) year from date of acceptance.
- E. The bidder shall be responsible for the application of rust and corrosion protection and shall warranty the entire vehicle for a five (5) year period. The warranty shall protect all underside surfaces excluding fiberglass and driveline. All closed in areas such as roof ribs, body posts, support pillars, rocker panels and all other areas subject to rusting from the inside out, that have not been treated at the time of manufacture, shall be drilled, treated and plugged as required. The warranty shall require the complete repair of any rust or corrosion damage that occurs in the five (5) year warranty period. The bidder shall provide any periodic services required to maintain warranty coverage.
- F. The bidder will be responsible for supplying with the vehicle at the time and place of delivery, a letter on letterhead from each of the cab and chassis manufacturer and the body builder, each signed by an authorized representative of each company, specifying which paint system(s) they have used to comply with the paint requirements of this ITB.

3.24 DEMONSTRATION OF COMPETENCY REQUIREMENTS

The County may conduct a pre-award site inspection or hold a pre-award qualification hearing to determine if the bidder is capable of performing the contract if awarded. As part of the determination of the bidder's suitability for award, the following criteria will be considered.

- (1) Bids will only be considered from firms who are regularly engaged in the business of providing the goods and/or services required by this solicitation, in the quantity needed. The bidder must be able to demonstrate a good record of performance and have sufficient financial resources, facilities, service equipment, employees and organization to ensure that they can satisfactorily provide to the County the goods and/or services required herein. The terms "sufficient financial resources, facilities, service equipment, employees and organization" shall additionally be construed to mean a fully equipped, well-established, well stocked and trained company in line with the best practices used in the industry.
- (2) The County may consider any evidence available regarding the financial, technical, or other qualifications and abilities of the bidder, including past performance and the bidder's record of satisfactorily completing prior awards with the County, or any other governmental or private entity in determining competency for award consideration.

3.25 MANUFACTURER'S CONSENT AND BACKING LETTER

To be supplied when and if specifically requested by Miami-Dade County in the individual RFQ.

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Enclose an original (NOT a copy) letter from the manufacturer whose line you are representing/bidding, on their appropriate letterhead and signed by an officer duly authorized to so obligate the company, notarized and bearing the clearly legible imprint of the manufacturer's corporate seal (if incorporated), stating the following (complete inserts as requested).

In consideration of the duration and size of the sales contract that could be awarded as a direct result of this Bid Solicitation numbered (insert Bid No. and RFQ No.), which is scheduled to open on ____(insert date)____, at _(time)_ A.M./P.M., we guarantee to Miami-Dade County the following:

That we, (name of manufacturer), after diligent thought, research and review have determined that we fully support this proposed offer to sell by (name of manufacturer's dealer), our franchised/licensed dealer, and are further willing to guarantee (for equipment that we manufacture) both the two year minimum warranty required by the proposed contract as well as the availability of repair parts (for components that we manufacture) for the full expected service life of the equipment.

3.26 QUOTATIONS

All quotations furnished shall be accompanied by a dimensional chart for the vehicle proposed, a wall to wall and curb to curb turning circle chart, a loaded and unloaded weight distribution chart and, if requested a full copy of a numbered Allison iSCAAN for the vehicle proposed. If a Manufacturer's Consent and Backing Letter is required, it will be so stated in the quotation request.

SECTION 4
BID SUBMITTAL FORM

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
Wednesday, December 23, 2009



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,
 DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by:	DPM	Date Issued:	This Bid Submittal Consists of
994	Purchasing Division	12/07/2009	Pages 29 through 32 & Affidvts

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

PREQUALIFICATION: SPECIAL PURPOSE TRUCKS

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids
 A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract
 by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 070-00, 070-54	
Sr. Procurement Contracting Agent Km! Ra	

FIRM NAME: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND
AFFIDAVITS.

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE
 ON PAGE 32 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
 INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 32 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER
 YOUR BID NON-RESPONSIVE**

BID SUBMITTAL FOR:
PREQUALIFICATION: SPECIAL PURPOSE TRUCKS

FIRM NAME: _____

By submitting the below information, the Vendor agrees to be bound by the terms and conditions of the Contract.

VENDOR INFORMATION	
Company Address:	
Service Facility Address:	
Telephone Number(s):	
Fax Number:	
E-Mail Address:	
Contact Person and Title:	
Manufacturers Represented:	
REQUIRED DOCUMENTS	
Copy of the Bidder's Current Local Business Tax Receipt (Sec 2, Para 2.6.3 (i))	
Authorized Dealer or Reseller Letter (Sec 2, Para 2.6.3 (ii))	
Dealer Licence (Sec 2, Para 2.6.3 (iii))	

**SECTION 4
BID SUBMITTAL FOR:**

PREQUALIFICATION: SPECIAL PURPOSE TRUCKS

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



BID SUBMITTAL FORM

Bid Title: Prequalification: Special Purpose Trucks (GSA)

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

- ☐ **Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.**

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

- A. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?
 Yes _____ No _____
 and _____
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?
 Yes _____ No _____

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, **by checking one of the following blocks**, that it is ☐, or is not ☐, a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____/____-____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days
 (Please see paragraph 1.2 H of General Terms and Conditions)

"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"

Signature: _____ (Signature of authorized agent)

Print Name: _____

Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT, WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS

FORMAL BIDS



Miami-Dade County
Department of Procurement Management
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

_____	_____	_____
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Name of Firm		Date

Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

_____	_____
Signature of Notary Public	Serial Number

Print or Stamp of Notary Public	Notary Public Seal

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature _____

Date

**SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)**

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100

**MIAMI-DADE COUNTY
CERTIFICATION OF RECYCLED
ENVIRONMENTALLY ACCEPTABLE PACKAGING
PRODUCT CONTENT
RESOLUTION (R-738-92)**



MINIMUM CERTIFIED CONTENT						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCLABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material
DEFINITIONS						

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared _____ who being duly sworn
states: (insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

- ☐ is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR
☐ is related to the following parties who bid in the solicitation, which are identified and listed below:

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: _____ 20____
Signature of Affiant Date

Printed Name of Affiant and Title

Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Print or Stamp Name of Notary	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Expiration Date
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Notary Public – State of

Notary Seal